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21 Attorneys for Defendants
22 ENTERPRISE RENT-A-CAR COMPANY OF
23 LOS ANGELES, LLC

24 UNITED STATES DISTRICT COURT
25 SOUTHERN DISTRICT OF CALIFORNIA

26 JOSE GOMEZ,

27 Plaintiff,

28 vs.

ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, LLC,

Defendant.

Action No. 10-cv-2373-L(MDD)

**STATUS REPORT RE: STATUS OF
SETTLEMENT**

1 Pursuant to the Order Directing Defendant to File Status Report Re: Status of
2 Settlement dated September 10, 2012, Defendant submits the follow report.

3 The Los Angeles Superior Court granted Final Approval of the class action
4 settlement in the matter of *Edwards v. Enterprise Holdings, Inc., et al.*, Los Angeles
5 Superior Court Case No. BC456875 on July 16, 2012. True and correct copies of
6 the Order Granting Final Approval of the Settlement and the Judgment are attached
7 hereto as Exhibit A and Exhibit B.

8 Plaintiff Jose Gomez was added to the *Edwards* case as a class representative.
9 The Los Angeles Superior Court awarded Plaintiff Gomez an enhancement award in
10 the amount of \$10,000. (Exhibit A, p. 6, ¶ 11.) Plaintiff's counsel in this action was
11 appointed class counsel in the *Edwards* case. ((Exhibit A, p. 6, ¶ 12.) The amounts
12 awarded to Plaintiff Gomez and to his counsel in this case under the *Edwards*
13 settlement were fully funded on or about July 30, 2012.

14 The judgment entered in the *Edwards* case provides finality to the issues
15 alleged in this action. (Exhibit B.) Accordingly, the parties are submitting a joint
16 motion for dismissal of the action with prejudice simultaneously with this status
17 report.

18
19 Dated: September 17, 2012

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

20
21 By: /s/ Michelle S. Dangler

22 MICHELLE S. DANGLER
23 Attorneys for Defendant
24 ENTERPRISE RENT-A-CAR
25 COMPANY OF LOS ANGELES,
26 LLC
27
28

EXHIBIT A

BARRERA & ASSOCIATES

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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WHITNEY EDWARDS, individually and on
behalf of all other similarly situated employees,
MAURICE BUCHANAN, individually and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

ENTERPRISE HOLDINGS, INC., a Missouri
Corporation; ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, a Nevada
Corporation; ENTERPRISE RENT-A-CAR
COMPANY, INC., a Missouri Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SACRAMENTO, a Nevada Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SAN FRANCISCO, a Nevada Corporation; and
DOES 1-10, inclusive,

Defendants.

Case No.: BC456875

(Assigned to the Hon. Jane L. Johnson,
Dept. 308)

CLASS ACTION

NOTICE OF ENTRY OF ORDER

Complaint Filed: March 8, 2011

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that an Order Granting Final Approval to Class Action Settlement was entered in the above-captioned and above-numbered action on July 16, 2012. A true and correct copy of the Order is attached hereto.

DATED: July 17, 2012

BARRERA & ASSOCIATES

By Pat Barrera
Patricio T. D. Barrera
Attorney for Plaintiffs and the Class

FILED
LOS ANGELES SUPERIOR COURT

JUL 16 2012

WILLIAM CLARKE, EXECUTIVE OFFICER

C. Wright
CAROL WRIGHT, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WHITNEY EDWARDS, individually and on
behalf of all other similarly situated employees,
MAURICE BUCHANAN, individually and on
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Plaintiffs,

vs.

ENTERPRISE HOLDINGS, INC., a Missouri
Corporation; ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, a Nevada
Corporation; ENTERPRISE RENT-A-CAR
COMPANY, INC., a Missouri Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SACRAMENTO, a Nevada Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SAN FRANCISCO, a Nevada Corporation; and
DOES 1-10, inclusive,

Defendants.

Case No.: BC456875

(Assigned to the Hon. Jane L. Johnson,
Dept. 308)

CLASS ACTION

**ORDER GRANTING
FINAL APPROVAL TO CLASS
ACTION SETTLEMENT,
AWARDING ATTORNEYS' FEES,
COSTS, AND PLAINTIFF
ENHANCEMENTS**

Hearing

Date: July 16, 2012

Time: 11:00 a.m.

Dept.: 308

Complaint Filed: March 8, 2011

1 Plaintiffs' motion for final approval of the class action settlement in this case, as well as
2 Plaintiffs' request for an award of attorneys' fees, costs, and enhancement fees, was heard on July
3 16, 2012 pursuant to the Court's Order of February 14, 2012 when this Court signed the Order
4 granting preliminary approval of the settlement after conducting a hearing to evaluate the
5 settlement agreement between Plaintiffs and Defendants Enterprise Rent-A-Car Company of Los
6 Angeles, LLC, Enterprise Rent-A-Car Co of San Francisco, LLC, and Enterprise Rent-A-Car
7 Company of Sacramento, LLC (collectively, "ERAC"), and the proposed class notice program to
8 grant preliminary approval of the Settlement.

9 The parties appeared through their counsel of record, with Plaintiffs' Counsel and
10 ERAC's counsel appearing in person at the hearing. There were no written objections filed prior
11 to, or at the hearing, and no other appearances at the hearing.

12 The Court, after considering all papers filed, including the statistics and report filed by
13 the parties prior to the hearing which confirms the final figures concerning the response rate of
14 49% of the Class, six opt-outs and confirming that there are no objections to the settlement, as
15 established by the declaration of the claims administrator, Stacy Roe of Rust Consulting, Inc.,
16 dated June 26, 2012, and proceedings had herein and otherwise being fully informed and good
17 cause appearing therefore,

18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

19 1. All terms used herein have the same meaning as defined in the Stipulation and
20 Agreement for Class Action Settlement ("Settlement Agreement") filed with the Court in support
21 of the Court's preliminary approval of the settlement.

22 2. The Court has jurisdiction over the subject matter of this litigation and over all
23 parties to this litigation, including all Class Members.

24 3. The Court approved the Settlement Agreement and found that the Settlement was,
25 in all respects, fair, adequate and reasonable. It further appears that significant investigation,
26 discovery and research has been conducted such that counsel for the parties at this time are able
27 to reasonably evaluate their respective positions, and that the Settlement at this time will avoid
28 substantial costs, delay, and risks that would be presented by the further prosecution of the
litigation. The Court finds that the settlement has been reached as a result of intensive, serious,

arms-length and non-collusive negotiations.

1 4. Distribution of the Notice directed to the Class Members as set forth in the
2 Motion for Preliminary Approval and the other matters set forth therein have been completed in
3 conformity with the Preliminary Approval Order, including individual notice to all Class
4 Members who could be identified through reasonable effort, and was the best notice practicable
5 under the circumstances. This Notice provided due and adequate notice of the proceedings and
6 of the matters set forth therein, including the proposed Settlement, to all persons entitled to such
7 Notice, and the Notice fully satisfied the requirements of due process. There were no objections
8 to the Settlement. There were six, valid opt-outs, Eric A. Reeser, Armineh Hosepian, David C.
9 Peterson, Kamel S. Sarkissian, Charles I. Peoples, and Crystal N. Allen.

10 5. Based on the foregoing, the Court grants final approval of the Settlement on the
11 terms set forth in the Settlement Agreement.

12 6. For purposes of this Order, the term "Class" is defined as follows:

13 **"Class Members - Subclass I (Section 2802 Claims)"** means: (a) individuals that
14 worked for Enterprise Rent-A-Car Company of Los Angeles, LLC, or its predecessor-in-
15 interest, as a Management Trainee and/or Management Assistant between November 17,
16 2006 and the date of entry of the Order Granting Preliminary Approval of the Settlement;
17 (b) individuals that worked for Enterprise Rent-A-Car Company of Los Angeles, LLC, or
18 its predecessor-in-interest, as an Assistant Branch Manager between July 15, 2008 and the
19 date of entry of the Order Granting Preliminary Approval of the Settlement, and (c)
20 individuals that worked for Enterprise Rent-A-Car Co of San Francisco, LLC, or its
21 predecessor-in-interest, or Enterprise Rent-A-Car Company of Sacramento, LLC, or its
22 predecessor-in-interest, as a Management Trainee, Management Assistant, and/or
23 Assistant Branch Manager between July 15, 2008 and the date of entry of the Order
24 Granting Preliminary Approval of the Settlement. Class Members - Subclass I shall not,
25 however, include any ERAC employee who has received a monetary payment in
26 exchange for executing a release of claims against ERAC.

27 **"Class Members - Subclass II (Wage and Hour Claims)"** means all persons who were
28 employed by ERAC, or ERAC's predecessors-in-interest, in the job position of

1 Management Trainee, Management Assistant or Assistant Branch Manager in the State of
 2 California during the period July 15, 2008, through the date of entry of the Order
 3 Granting Preliminary Approval of the Settlement. Class Members - Subclass II shall not,
 4 however, include any ERAC employee who has received a monetary payment in
 5 exchange for executing a release of claims against ERAC.

7. The essential, economic terms of settlement are as follows:

6 Common Fund (or Total Settlement Amount)	\$1,125,000.00
7 Net Common Fund (or Payments to the Qualified Class Members)	\$710,000.00
8 Subclass I Section 2802 Fund (10% of the Net Common Fund)	\$71,000.00
9 Subclass II Wage and Hour Fund (90% of the Net Common Fund)	\$639,000.00
10 Enhancement to the Class Representatives as Awarded by the Court	\$30,000.00
11 Attorneys' Fees as Awarded by the Court	\$300,000.00
12 Costs of Suit as Awarded by the Court	\$5,000.00
13 California Labor & Workforce Development Agency	\$10,000.00
14 Administrative Costs	\$70,000.00

16 Based on this Order, and after the Effective Date as defined in Section I, subsection M of
 17 the Settlement Agreement, ERAC shall pay \$1,125,000 to Rust for distributions to resolve this
 18 wage-and-hour action. The Settlement Sum will be non-reversionary and fully funded by ERAC,
 19 and includes, as set forth in Section IV of the Settlement Agreement: (i) a Net Common Fund (or
 20 payments to the Qualifying Class Members, including the employer's portion of FICA, FUTA
 21 and/or employer-paid legally-required standard tax withholdings based on the wage portion of
 22 each payment made to a Qualified Class Member), (ii) a payment of ten thousand dollars
 23 (\$10,000.00) to the California Labor & Workforce Development Agency (LWDA) based on the
 24 allocation to PAGA penalties, seventy-five percent (75%) of which, \$10,000.00 will be paid to
 25 the LWDA, (iii) payment of attorneys' fees and costs as approved herein, (iv) an Enhancement to
 26 the Class Representatives, and (v) settlement administrative costs pursuant to the terms of the
 27 Settlement Agreement.
 28

1 As set forth in the moving papers and in the declaration of the Claims Administrator,
2 Stacy Roe of Rust Consulting, Inc., the Net Settlement Amount is \$710,000.00 and the claim
3 forms received represent 407,352.49 work weeks which is approximately 65% of the total work
4 weeks for the Class.

5 Under Section V, Subsection M, on page 26 of the Settlement Agreement, Participating
6 Class Members shall have ninety (90) days from the date their Individual Settlement Payment
7 checks are dated to cash their settlement checks. If an Individual Settlement Payment check is
8 returned to the Settlement Administrator as undeliverable, the Settlement administrator shall
9 promptly attempt to obtain a valid mailing address by performing a mass search based on set
10 criteria and, if another address is identified, shall mail the check to the newly identified address.
11 If the Settlement Administrator is unable to obtain a valid mailing address through this process,
12 the monies represented by the check shall be voided upon the expiration of the 90-day time
13 period and the funds will be sent by the Settlement Administrator to the California State
14 Controller - Unclaimed Property Division with an identification of the Participating Class
15 Member when the Settlement Administrator's final accounting report has been approved by
16 Class Counsel and ERAC's attorneys, and any employee payroll or withholding tax refunds
17 received by the Settlement Administrator will be returned to ERAC pursuant to Section V,
18 Subsection M, on page 28 of the Settlement Agreement.

19 8. As of the date Judgment is entered pursuant to Section VI of the Settlement
20 Agreement, each and every Released Claim, as defined in Section I, Subsections (X) and (Y) of
21 the Settlement Agreement, of each and every Participating Class Member, was and shall be
22 deemed to be conclusively released as against the Released Parties. As of the Date of the
23 Judgment, all of the Class Members other than the six opt-outs identified in paragraph 4, above,
24 are hereby forever barred from prosecuting the Released Claims against the Released Parties.
25 The Court finds that the Settlement Agreement is in good faith and constitutes a fair, reasonable
26 and adequate compromise of the Released Claims against ERAC.

27 9. The settlement agreement is not an admission by ERAC, nor is this Order a
28 finding as to the liability for any claims in the Action. Any of the Released Parties may file in

1 this Action or in any other proceeding this Order, the Judgment, or any other papers and records
2 on file in the Action as evidence of the Settlement to enforce the terms of the settlement or to
3 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
4 preclusion or similar defense as to the Released Claims.

5 10. The Court approves the PAGA penalty portion of the Settlement (Private
6 Attorneys General Act of 2004, Cal. Labor Code §2698, *et seq.*). Within ten (10) business days
7 after the Effective Date, the Settlement Administrator will pay to the Labor and Workforce
8 Development Agency (LWDA) Ten-Thousand Dollars (\$10,000.00) as the LWDA's share of the
9 settlement of the PAGA penalties and the balance will be distributed as part of the Net Common
10 Fund to the participating Class Members who filed claims.

11 11. The Court also hereby approves an Enhancement Fee to the plaintiffs/class
12 representatives. ERAC will pay thirty thousand dollars (\$30,000.00) to be distributed in equal
13 amounts among the three Class Representatives, to compensate them for their participation in the
14 Class Action, and related factors, including the risk they took, as agreed to, and accepted by the
15 parties. The Enhancement Payments to the class representatives shall be as follows: Whitney
16 Edwards \$10,000; Maurice Buchanan \$10,000; and Jose Gomez \$10,000. This payment
17 represents Court approved enhancements for Plaintiffs during information gathering, informal
18 and formal discovery, and the like, while serving as the class representatives and taking on the
19 risk of litigation. These payments will be made by the Settlement Administrator within ten
20 business (10) days after the Effective Date, per Section V, Subsection N, on page 28 of the
21 Settlement Agreement.

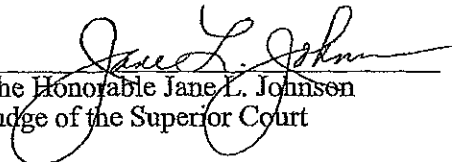
22 12. The Court also hereby awards Class Counsel attorneys' fees in the sum of
23 \$175,000 to Barrera & Associates and \$125,000 to Blumenthal, Nordrehaug and Bhowmik and
24 reimbursement of costs in the reduced, combined sum of \$5,000, in separate checks to Barrera &
25 Associates and Blumenthal, Nordrehaug and Bhowmik. Class Counsel shall advise the
26 Settlement Administrator of the final split of costs between Class Counsel so that the claims
27 administrator may issue checks and Form 1099s for the respective amounts. These payments
28

1 will be made by the Settlement Administrator within ten business (10) days after the Effective
2 Date, per Section V, Subsection N, on page 28 of the Settlement Agreement.

3 13. The Court also hereby Orders the payment of administration fees, \$70,000, to
4 Rust Consulting, Inc. by ERAC under the Settlement Agreement.

5 IT IS SO ORDERED.

6 Dated: JUL 16 2012

7 
8 The Honorable Jane L. Johnson
9 Judge of the Superior Court

PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, Lisa J. Flegenheimer, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is Law Offices of Barrera & Associates, 1500 Rosecrans Avenue, Suite 500, Manhattan Beach CA 90266.

On July 17, 2012, I served the foregoing document(s) described as **NOTICE OF ENTRY OF ORDER**, on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST



BY MAIL: By placing ([X] a true and correct copy [] an original) thereof enclosed in a sealed envelope addressed as above, with postage thereon fully prepaid, in the U.S. Mail at Los Angeles, California. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing as stated in the affidavit.



BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).



BY FAX: I transmitted a true copy of the foregoing document(s) this date from telecopier number (310) 802-0500 to the facsimile number(s) shown above.



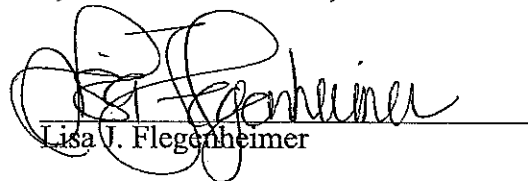
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the offices of the addressee(s).



BY EMAIL: I transmitted a true copy of the foregoing document(s) this date to the email address shown below.

I certify and declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed this 17th day of July, 2012, at Manhattan Beach, California.


Lisa J. Flegenheimer

SERVICE LIST

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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WHITNEY EDWARDS, individually and on
behalf of all other similarly situated employees,
MAURICE BUCHANAN, individually and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

ENTERPRISE HOLDINGS, INC., a Missouri
Corporation; ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, a Nevada
Corporation; ENTERPRISE RENT-A-CAR
COMPANY, INC., a Missouri Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SACRAMENTO, a Nevada Corporation;
ENTERPRISE RENT-A-CAR COMPANY OF
SAN FRANCISCO, a Nevada Corporation; and
DOES 1-10, inclusive,

Defendants.

Case No.: BC456875

(Assigned to the Hon. Jane L. Johnson,
Dept. 308)

CLASS ACTION

**NOTICE OF ENTRY OF
JUDGMENT**

Complaint Filed: March 8, 2011

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that a Judgment was entered in the above-captioned and above-numbered action on July 16, 2012. A true and correct copy of the Judgment is attached hereto.

DATED: July 17, 2012

BARRERA & ASSOCIATES

By Pat Barrera
Patricio T. D. Barrera
Attorney for Plaintiffs and the Class

FILED
LOS ANGELES SUPERIOR COURT

JUL 16 2012

JOHN A. CLAPKE, EXECUTIVE OFFICER
C. Wright
BY CAROL WRIGHT, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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DOES 1-10, inclusive,

Defendants.

Case No.: BC456875

(Assigned to the Hon. Jane L. Johnson,
Dept. 308)

CLASS ACTION

~~PROPOSED~~ JUDGMENT

On February 14, 2012, this Court entered an order granting preliminary approval (the
"Preliminary Approval Order") of a settlement agreement after conducting a hearing to evaluate
the settlement agreement between Plaintiffs and Defendants Enterprise Rent-A-Car Company of
Los Angeles, LLC, Enterprise Rent-A-Car Co of San Francisco, LLC, and Enterprise Rent-A-Car

Company of Sacramento, LLC (collectively, "ERAC") and the proposed class notice program.

On July 16, 2012, this Court held a fairness hearing (the "Final Settlement Hearing"), for which members of the Settlement Class had been given appropriate notice. Plaintiffs' motion for final approval of the class action settlement in this case, as well as plaintiffs' request for an award of attorneys' fees, costs, and enhancement fees, was heard. The parties appeared through their counsel of record. There were no written objections filed prior to, or at the hearing, and no other appearances at the hearing.

The Court, after considering all papers filed in support of the motion, including the stipulation filed by the parties after the hearing which confirms the final figures concerning the response rate, opt-outs and confirming that there are no objections to the settlement, as established by the declaration of the claims administrator, Stacy Roe of Rust Consulting, Inc., and proceedings had herein and otherwise being fully informed and good cause appearing therefore, the Court granted final approval of the settlement and issued an Order thereon.

THE COURT HEREBY FINDS AND ORDERS THAT FINAL JUDGMENT IS ENTERED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this litigation, all plaintiffs, defendants, members of the Settlement Class, the Claims Administrator, the claims and causes of action asserted in this action as released in the Stipulation and Agreement for Class Action Settlement ("Settlement Agreement").
2. All terms used herein have the same meaning as defined in the Settlement Agreement filed with the Court in support of preliminary approval of the settlement.
3. This Court finds that the Settlement Agreement has been entered into in good faith following arms' length negotiations and is non-collusive.
4. This Court grants final approval of the settlement and Settlement Agreement, including but not limited to the release in thereof, and finds that the settlement and Settlement Agreement are in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class. Therefore, all members of the Settlement Class who have not requested exclusion from the Settlement Class are bound by this Final Judgment.

Class Certification

5. The Court finds that certification of the Settlement Class is appropriate.

6. The preliminary certified Settlement Class is now finally certified, for purposes of effectuating the settlement, as follows: The Class includes the three Named Plaintiffs, on behalf of themselves and the following:

"Class Members - Subclass I (Section 2802 Claims)" means: (a) individuals that worked for Enterprise Rent-A-Car Company of Los Angeles, LLC, or its predecessor-in-interest, as a Management Trainee and/or Management Assistant between November 17, 2006 and the date of entry of the Order Granting Preliminary Approval of the Settlement; (b) individuals that worked for Enterprise Rent-A-Car Company of Los Angeles, LLC, or its predecessor-in-interest, as an Assistant Branch Manager between July 15, 2008 and the date of entry of the Order Granting Preliminary Approval of the Settlement, and (c) individuals that worked for Enterprise Rent-A-Car Co of San Francisco, LLC, or its predecessor-in-interest, or Enterprise Rent-A-Car Company of Sacramento, LLC, or its predecessor-in-interest, as a Management Trainee, Management Assistant, and/or Assistant Branch Manager between July 15, 2008 and the date of entry of the Order Granting Preliminary Approval of the Settlement. Class Members - Subclass I shall not, however, include any ERAC employee who has received a monetary payment in exchange for executing a release of claims against ERAC.

"Class Members - Subclass II (Wage and Hour Claims)" means all persons who were employed by ERAC, or ERAC's predecessors-in-interest, in the job position of Management Trainee, Management Assistant or Assistant Branch Manager in the State of California during the period July 15, 2008, through the date of entry of the Order Granting Preliminary Approval of the Settlement. Class Members - Subclass II shall not, however, include any ERAC employee who has received a monetary payment in exchange for executing a release of claims against ERAC.

7. In its Preliminary Approval Order, the Court designated Whitney Edwards, Maurice Buchanan, and Jose Gomez as representatives of the Settlement Class. The Court hereby affirms that designation.

8. In its Preliminary Approval Order, the Court appointed Barrera & Associates and Blumenthal, Nordrehaug and Bhowmik as Class counsel. The Court hereby affirms that appointment.

9. In its Preliminary Approval Order, the Court appointed Rust Consulting, Inc. as the Claims Administrator. The Court hereby affirms that appointment.

Class Notice

10. The Declaration of Stacy Roe of Rust, Consulting Inc. shows that Class Notice was given by first-class mail in accordance with the Settlement Agreement and with the Court's Preliminary Approval Order. The Class Notice complies with the requirements of Cal. Rules of Ct. 3.766 and 3.769 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Opt-Outs

11. There were six, valid "Opt-Outs," Eric A. Reeser, Armineh Hosepian, David C. Peterson, Kamel S. Sarkissian, Charles I. Peoples, and Crystal N. Allen.

Class Relief

12. ERAC shall timely deposit with the Claims Administrator, in accordance with Section V.(M), page 26 of the Settlement Agreement, the monies necessary to permit the Claims Administrator to distribute the Payments to Settlement Class members, and the Claims Administrator will distribute the Payments in accordance with the Settlement Agreement, as set forth in Section V.(M) and (N).

13. The essential, economic terms of settlement are as follows:

Common Fund (or Total Settlement Amount)	\$1,125,000.00
Net Common Fund (or Payments to the Qualified Class Members)	\$710,000.00
Subclass I Section 2802 Fund (10% of the Net Common Fund)	\$71,000.00
Subclass II Wage and Hour Fund (90% of the Net Common Fund)	\$639,000.00
Enhancement to the Class Representatives as Awarded by the Court	\$30,000.00
Attorneys' Fees as Awarded by the Court	\$300,000.00
Costs of Suit as Awarded by the Court	\$5,000.00

1 California Labor & Workforce Development Agency \$10,000.00

2 Administrative Costs \$70,000.00

3 As Ordered herein, and after the Effective Date as defined in Section I, subsection M of
 4 the Settlement Agreement, ERAC shall pay \$1,125,000 to Rust for distributions to resolve this
 5 wage-and-hour action. The Settlement Sum will be non-reversionary and fully funded by ERAC,
 6 and includes, as set forth in Section IV of the Settlement Agreement: (i) a Net Common Fund (or
 7 payments to the Qualifying Class Members, including the employer's portion of FICA, FUTA
 8 and/or employer-paid legally-required standard tax withholdings based on the wage portion of
 9 each payment made to a Qualified Class Member), (ii) a payment of ten thousand dollars
 10 (\$10,000.00) to the California Labor & Workforce Development Agency (LWDA) based on the
 11 allocation to PAGA penalties, seventy-five percent (75%) of which, \$10,000.00 will be paid to the
 12 LWDA, (iii) payment of attorneys' fees and costs as approved herein, (iv) an Enhancement to the
 13 Class Representatives, and (v) settlement administrative costs pursuant to the terms of the
 14 Settlement Agreement.

15 As set forth in the moving papers and in the declaration of the Claims Administrator, Stacy
 16 Roe of Rust Consulting, Inc., the Net Settlement Amount, as modified by the Court at the hearing
 17 on this motion is \$710,000.00 and the claim forms received represent 407,352.49 work weeks
 18 which is approximately 65% of the total work weeks for the Class.

19 Under Section V, Subsection M, on page 26 of the Settlement Agreement, Participating
 20 Class Members shall have ninety (90) days from the date their Individual Settlement Payment
 21 checks are dated to cash their settlement checks. If an Individual Settlement Payment check is
 22 returned to the Settlement Administrator as undeliverable, the Settlement administrator shall
 23 promptly attempt to obtain a valid mailing address by performing a mass search based on set
 24 criteria and, if another address is identified, shall mail the check to the newly identified address.
 25 If the Settlement Administrator is unable to obtain a valid mailing address through this process,
 26 the monies represented by the check shall be voided upon the expiration of the 90-day time period
 27 and the funds will be sent by the Settlement Administrator to the California State Controller -
 28

1 Unclaimed Property Division with an identification of the Participating Class Member when the
2 Settlement Administrator's final accounting report has been approved by Class Counsel and
3 ERAC's attorneys, and any employee payroll or withholding tax refunds received by the
4 Settlement Administrator will be returned to ERAC pursuant to Section V, Subsection M, on page
5 28 of the Settlement Agreement.

6 14. As of the date of this Judgment, each and every Released Claim (as defined in the
7 Settlement Agreement) of each and every Class Member was and shall be deemed to be
8 conclusively released as against the Released Parties. As of the date of this Judgment, all of the
9 Class Members, except for Eric A. Reeser, Armineh Hosepian, David C. Peterson, Kamel S.
10 Sarkissian, Charles I. Peoples, and Crystal N. Allen, who opted-out of the Settlement, are hereby
11 forever barred from prosecuting the Released Claims against the Released Parties. The Court
12 finds that the Settlement Agreement is in good faith and constitutes a fair, reasonable and
13 adequate compromise of the Released Claims against ERAC.

14 15. The settlement agreement is not an admission by ERAC, nor is this Order a finding
15 as to the liability for any claims in the Action. Any of the Released Parties may file in this Action
16 or in any other proceeding this Order, the Judgment, or any other papers and records on file in the
17 Action as evidence of the Settlement to enforce the terms of the settlement or to support a defense
18 of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar
19 defense as to the Released Claims.

20 16. The Court hereby approves the PAGA penalty portion of the Settlement (Private
21 Attorneys General Act of 2004, Cal. Labor Code §2698, *et seq.*). Within ten (10) business days
22 after the Effective Date, the Settlement Administrator will pay to the Labor and Workforce
23 Development Agency (LWDA) Ten-Thousand Dollars (\$10,000.00) as the LWDA's share of the
24 settlement of the PAGA penalties and the balance will be distributed as part of the Net Common
25 Fund to the participating Class Members who filed claims.

26 **Award of Enhancement Fees, Attorneys' Fees and Costs**

27 17. The Court also hereby approves an Enhancement Fee to the plaintiffs/class
28 representatives. From the amount paid by ERAC as set forth above, the Claims Administrator

1 will pay thirty-thousand dollars (\$30,000.00) to be equally distributed among the three Class
2 Representatives, to compensate them for their participation in the Action, and related factors,
3 including the risk they took, as agreed to, and accepted by the parties, and as ordered herein. The
4 Enhancement Payments to the class representatives shall be as follows: Whitney Edwards
5 \$10,000; Maurice Buchanan \$10,000; and Jose Gomez \$10,000. This payment represents Court
6 approved enhancements for plaintiffs during information gathering, discovery, and the like, while
7 serving as the class representatives and taking on the risk of litigation. These payments will be
8 made by the Settlement Administrator within ten business (10) days after the Effective Date, per
9 Section V, Subsection N, on page 28 of the Settlement Agreement.

10 18. The Court also hereby awards Class Counsel attorneys' fees and costs as follows:
11 attorneys' fees in the sum of \$175,000 to Barrera & Associates and \$125,000 to Blumenthal,
12 Nordrehaug and Bhowmik and reimbursement of costs in the reduced, combined sum of \$5,000,
13 in separate checks to Barrera & Associates and Blumenthal, Nordrehaug and Bhowmik. Class
14 Counsel shall advise the Settlement Administrator of the final split of costs between Class
15 Counsel so that the claims administrator may issue checks and Form 1099s for the respective
16 amounts. These payments will be made by the Settlement Administrator within ten business (10)
17 days after the Effective Date, per Section V, Subsection N, on page 28 of the Settlement
18 Agreement.

19 19. The Court also hereby orders the payment of administration fees, \$70,000, by
20 ERAC to Rust Consulting, Inc., as set forth in the Settlement Agreement.

21 Other Provisions

22 20. The Claims Administrator, Rust Consulting, Inc., shall, in consultation with Class
23 Counsel and Defendant's Counsel, administer the settlement in good faith and in accordance with
24 the terms of the Settlement Agreement.

25 21. This Court retains continuing jurisdiction over this Action, Plaintiffs, ERAC, all
26 Settlement Class members and the Claims Administrator to determine all matters relating in any
27 way to this Final Judgment, the Order granting final approval, the Preliminary Approval Order, or
28 the Settlement Agreement, including but not limited to their administration, implementation,

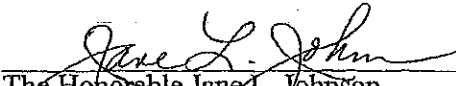
1 interpretation, or enforcement of the Settlement Agreement and the resolution of claim disputes or
2 challenges.

3 22. The parties to the Settlement Agreement shall carry out their respective obligations
4 thereunder.

5 23. If the Settlement Agreement, the Preliminary Approval Order and the Final
6 Judgment are reversed, vacated, or modified in any material aspect, or the Effective Date (as
7 defined in the Settlement Agreement) fails to occur for any reason, then neither the Settlement
8 Agreement, the Preliminary Approval Order nor this Judgment shall have any force or effect, the
9 Parties shall be restored, without prejudice, to their respective positions prior to entering into the
10 Settlement Agreement, and any certification of the Settlement Class shall be vacated.

11 IT IS SO ORDERED.

12 Dated: JUL 16 2012

13 
14 The Honorable Jane L. Johnson
15 Judge of the Superior Court
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PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, Lisa J. Flegenheimer, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is Law Offices of Barrera & Associates, 1500 Rosecrans Avenue, Suite 500, Manhattan Beach CA 90266.

On July 17, 2012, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT**, on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ **BY MAIL:** By placing (☒ a true and correct copy ☐ an original) thereof enclosed in a sealed envelope addressed as above, with postage thereon fully prepaid, in the U.S. Mail at Los Angeles, California. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing as stated in the affidavit.

☐ **BY OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).


☐ **BY FAX:** I transmitted a true copy of the foregoing document(s) this date from telecopier number (310) 802-0500 to the facsimile number(s) shown above.

☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressee(s).

☐ **BY EMAIL:** I transmitted a true copy of the foregoing document(s) this date to the email address shown below.

I certify and declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed this 17th day of July, 2012, at Manhattan Beach, California.


Lisa J. Flegenheimer

SERVICE LIST

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that I am over the age of eighteen (18) and not a party to the within action. I am employed in the law firm of Allen Matkins Leck Gamble Mallory & Natsis LLP, 1900 Main Street, Fifth Floor, Irvine, California 92614.

On September 17, 2012, I used the Southern District of California's Electronic Case Filing System, with the ECF account registered to Michelle S. Dangler, to file the following document(s):

STATUS REPORT RE: STATUS OF SETTLEMENT

The ECF system is designed to send an e-mail message to all parties in the case, which constitutes service. The parties served by e-mail in this case are found on the Court's Electronic Mail Notice List.

I declare under penalty of perjury under the laws of the United States of American that the foregoing is true and correct.

Executed on September 17, 2012, at Irvine, California.

By: /s/ Julie A. Arden